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December 28, 2007

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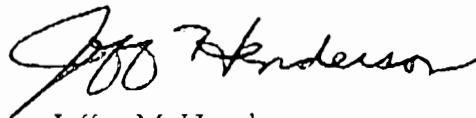
Re: Linda Hale v. optionsXpress, Inc.

Dear Mr. Solomon:

I am in receipt of your letter dated December 28, 2007.

Under the terms of the agreement between the parties, the Illinois Arbitration Act applies. Under the Illinois Arbitration Act, optionsXpress was required to file its application within ninety (90) days of the date of the entry of the Arbitration Award, which it did. In the Application (which we will forward to you), the Court was placed on notice that the Application would be amended pending receipt of the arbitration transcripts. The Application was amended and filed with the Court. The Amended Application filed on November 27, 2007, relates back to the Application and Ms. Hale was timely served approximately two (2) weeks later. Furthermore, your reliance on *Segal v. Sacco* and *Wilk v. Wilmarite* is misplaced, as the trial court was reversed in both cases. In summary, we believe that your conclusions are without any factual or legal support.

Very truly yours,



Jeffry M. Henderson

JMH/ec

cc: Hillary Victor, Corporate Counsel, optionsXpress Holdings, Inc. (via e-mail only)